

October 27, 1997

Introduced By:

Larry Phillips
Greg Nickels

clerk 9/18/97
nl 10/22/97

Proposed No.:

97-575

ORDINANCE NO. **12932**

AN ORDINANCE approving the Settlement Agreement and Addendum resolving King County superior court case number 97-2-0788-2 SEA against King County by Teamsters Local 117, on behalf of both members of Local 117 and the non-represented employees of King County, the main component of such settlement being the provision of bus passes to employees.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Findings:

A. Teamsters Local 117 filed a lawsuit against King County on behalf of both its membership and all non-represented employees of King County, as King County superior court cause number 97-2-07882-2 SEA, seeking redress of inequalities in pay between various employees based upon the provision or non-provision of free bus passes.

B. The parties to this suit, King County as defendant and Local 117 as plaintiff in the action, have negotiated a proposed settlement agreement and addendum.

C. King County Executive Ron Sims and Teamsters Union, Local 117, Secretary John A. Williams signed the negotiated settlement agreement on July 17, 1997 and the addendum to the settlement agreement on October 30, 1997.

1 D. The proposed settlement agreement is subject to approval by ordinance by the
2 metropolitan King County council.

3 SECTION 2. The attached settlement agreement and addendum regarding the
4 resolution of King County superior court cause Number 97-2-07882-2 SEA are hereby
5 approved and by this reference made a part hereof.

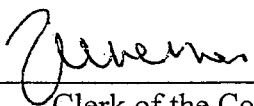
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7 INTRODUCED AND READ for the first time this 22nd day of
8 September, 1997

9 PASSED by a vote of 13 to 0 this 1ST day of December
10 1997

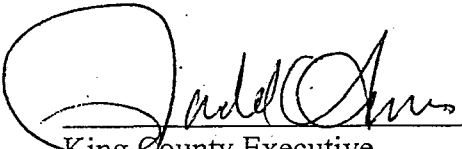
11 KING COUNTY COUNCIL
12 KING COUNTY, WASHINGTON

13
14 
Chair

15 ATTEST:

16 
17 Clerk of the Council

18 APPROVED this 10 day of December, 1997

19 
20 King County Executive

21 Attachments: Settlement Agreement, dated July 17, 1997.
22 Addendum to Settlement Agreement, dated October 30, 1997.
23

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SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release ("Agreement") is entered into by and between King County ("the county") and Teamsters Union, Local 117 ("Local 117") (collectively "the parties") this 17 day of July, 1997.

WHEREAS, Local 117 and the county are parties to collective bargaining agreements that cover certain classifications of King County employees; and

WHEREAS, the parties to this Agreement have a dispute about the entitlement of those employees to receive free bus passes during the course of their employment with the county ("the bus pass issue"); and

WHEREAS, Local 117 filed a lawsuit against the county on March 28, 1997 in King County Superior Court, Case No. 97-2-07882-2 SEA ("the lawsuit") seeking declaratory, injunctive and monetary relief with respect to the alleged failure of the county to provide bus passes to King County employees; and

WHEREAS the parties desire to resolve this dispute and all claims arising from the bus pass issue;

NOW THEREFORE, the parties agree as follows:

1. **Provision of Free Bus Riding Privileges.** The county agrees that as of January 1, 1998, the county will provide free bus riding privileges on Metro Transit busses to all employees represented by Local 117 and all non-represented county employees ("the affected employees"). The affected employees shall be entitled to the same bus riding privileges as are currently provided to those county employees who were formerly employees of the Municipality of Metropolitan Seattle ("METRO"). The form of the pass allowing affected employees to use the free Metro Transit bus riding privilege may vary among affected employees, however, the privileges will be the same; i.e., the free Metro Transit bus riding privilege will be non-transferable and will be renewed annually at no cost to an affected employee so long as the employee is employed by the county. Those affected employees who use bus transportation other than Metro Transit (e.g., Community Transit or Pierce Transit) will be entitled to the same reciprocal employee riding privileges (i.e., employee bus passes accepted in lieu of fare payment) as are currently available to former METRO employees so long as such reciprocal interagency agreements are effective. The county agrees to budget for the free Metro Transit bus riding privileges immediately.

2. **No Monetary Relief.** The parties agree that this Agreement shall be prospective from January 1, 1998 only and shall not require the county to make any monetary payment to Local 117 or to any county employee.

3. **Retirement Benefits.** The parties understand that certain county employees receive the free bus riding privilege after they retire with the county ("the retirement benefit"). The retirement benefit is offered to these former employees in part because of their connection with the services formerly provided by METRO. With respect to the retirement benefit, the parties agree as follows:

A. Nothing in this agreement shall be construed to require the county to provide the retirement benefit to any employee who does not already receive the retirement benefit;

B. Nothing in this agreement shall preclude the county from continuing to provide the retirement benefit to employees who currently receive the retirement benefit;

C. Nothing in this agreement shall preclude the parties from negotiating about the retirement benefit during contract negotiations;

D. If the county at any time provides the retirement benefit to employees in classifications that do not currently receive the retirement benefit, the same retirement benefit will be extended to all employees represented by Teamsters, Local 117. This provision is also intended to apply to any situation where the county agrees to extend the retirement benefit to a new classification of employees into a bargaining unit which has a collective bargaining agreement that provides the retirement benefit, but shall not apply if the county is required or directed to extend the retirement benefit to that new classification.

4. **Attorneys Fees and Costs.** The parties agree that they will each bear their own attorneys fees and costs.

5. **No Admission of Liability.** The parties understand and agree that this agreement is a compromise resolution and constitutes the settlement of disputed claims. The parties further understand and agree that neither this Agreement nor performance under the terms of this Agreement is, or shall be construed as, an admission of any liability, fault or responsibility, an admission as to the extent of any damages and/or losses allegedly suffered by any party, or an admission for any other purpose.

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6. **Announcement by Way of Press Release.** The parties agree to inform the affected county employees and the general public of the terms of this compromise resolution through the joint announcement of a press release in a form to be agreed to by the parties at a mutually agreeable date and time by representatives selected by the parties.

7. **Metropolitan King County Council Approval.** This Agreement is subject to approval by ordinance of the Metropolitan King County Council ("the Council"). In the event that the Council does not approve the Agreement, this entire Agreement, including without limitation the release and the provisions requiring dismissal of the lawsuit, shall be null and void and of no effect whatsoever.

8. **Release of All Claims.** In consideration of the promises provided herein, Local 117 hereby releases, acquits, and forever discharges the county, its organizational sub-units, employees, agents, representatives, officers, Council members, managers and attorneys, past, present and future, from any and all actions, causes of action, claims or demands for damages, attorneys' fees, costs or damages, or any other claims of any kind whatsoever, in any way arising from the bus pass issue. Local 117 further agrees that it will not bring or pursue any other claim or cause of action with respect to the facts that gave rise to the lawsuit, either for itself or on behalf of any bargaining unit members or any other person or entity.

9. **Stipulation and Order of Dismissal.** Within ten (10) days after approval of this Agreement by the Council, Local 117 will enter a Stipulation and Order of Dismissal with prejudice and without costs or attorneys fees in the lawsuit.

10. **Authority to Bind.** Local 117, in executing this Agreement, acknowledges that the person or persons signing on its behalf have the authority to bind the Union both for itself and in its capacity and to the full extent of its authority as the exclusive collective bargaining representative of the county employees that it represents.

11. **Agreement Not Admissible.** This Agreement is not admissible and may not be used as evidence of liability or to establish the existence or extent of damages in any subsequent or continuing legal proceedings or for any purpose other than to enforce its terms.

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12. Entire Agreement. This Agreement constitutes the entire agreement between the parties.

DATED this 17th day of July 1997.

KING COUNTY

BY:



RON SIMS, King County Executive
(or his designee)

TEAMSTERS UNION, LOCAL 117

BY:



JOHN A. WILLIAMS, Secretary-Treasurer

SETTLEMENT AGREEMENT AND RELEASE
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Initialed:

RS, JW

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Attachment 5

ADDENDUM TO SETTLEMENT AGREEMENT

To clarify the parties' intent, the first two sentences of paragraph 1 of the settlement agreement entered into the 17th day of July, 1997, by and between Teamsters, Union, Local 117 and King County are amended to read:

1. **Provision of Free Bus Riding Privileges.** The county agrees that as of January 1, 1998, the county will provide free bus riding privileges on Metro transit buses to employees represented by Local 117 and to non-represented county employees who, pursuant to county ordinances and policies, are eligible for leave and insured benefits. Employees who are not eligible for leave and insured benefits and employees who receive compensation in lieu of leave and/or insured benefits under such ordinances and policies are not entitled to such bus riding privileges under this settlement agreement.

The employees affected by this settlement agreement shall be entitled to the same bus riding privileges as are currently provided to those county employees who were assigned to the Department of Metropolitan Services; i.e., use of all Metro Transit, Community Transit, and Pierce Transit transportation services at no cost to the employees. (All other transportation benefits provided by the county, i.e., Home Free Guarantee, carpool/bicycle/vanpool subsidy, etc., are not considered a part of "bus riding privileges" as these benefits are not unique to the employees formerly assigned to the Department of Metropolitan Services.)

All other provisions in said settlement agreement remain as agreed to by the parties.

DATED THIS 30 day of October, 1997.

KING COUNTY

TEAMSTERS UNION, LOCAL 117

By:

Ronald Sims
RON SIMS, King County Executive
(or his designee)

By:

John A. Williams
JOHN A. WILLIAMS,
Secretary/Treasurer